

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 69	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-D-0165		<b>3. Effective Date</b> 2007JUL12		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ATAD JAMIE BARNETT (586)753-2558 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA PHOENIX TWO RENAISSANCE SQUARE 40 N. CENTRAL AVENUE, SUITE 400 PHOENIX, AZ 85004-4424			<b>Code</b> S0302A	
<b>e-mail address:</b> JAMIE.BARNETT@US.ARMY.MIL		<b>SCD</b> C		<b>PAS</b> NONE		<b>ADP</b> PT HQ0339	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> SIMULA AEROSPACE & DEFENSE GROUP, INC 7822 S 46TH ST PHOENIX, AZ 85044-5313  TYPE BUSINESS: Large Business Performing in U.S.				<b>8. Delivery</b> <input checked="" type="checkbox"/> <b>FOB Origin</b> <input type="checkbox"/> <b>Other (See Below)</b>			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 54786				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>14. Accounting And Appropriation Data</b>				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
<b>Contract Expiration Date:</b> 2010JUL12				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
<b>(X)</b>	<b>Section</b>	<b>Description</b>	<b>Page(s)</b>	<b>(X)</b>	<b>Section</b>	<b>Description</b>	<b>Page(s)</b>
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	61
X	B	Supplies or Services and Prices/Costs	3	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	31		J	List of Attachments	
X	D	Packaging and Marking	32	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	42		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	44		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	58		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	59				
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17. <input type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input checked="" type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number W56HZV06R0887 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> THOMAS SARGEE THOMAS.SARGEE@US.ARMY.MIL (586)574-8552			
<b>19B. Name of Contractor</b>  <b>By</b> _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  <b>By</b> _____/SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007JUL12	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-D-0165 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 69
<b>Name of Offeror or Contractor:</b> SIMULA AEROSPACE & DEFENSE GROUP, INC		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006

(a) Contract Number W56HZV-07-D-0165 is awarded to Simula Aerospace. The Government accepts your proposal dated 1/19/07, and revised on March 28 2007, in response to Solicitation Number: W56HZV-06-R-0887, signed by Larry Noble, Director of Contracts.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

Jamie Barnett  
jamie.barnett@tacom.army.mil

(d) The following Amendment(s) to the solicitation are incorporated into this contract: 001

[End of Clause]

A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
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Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 3 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0013:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 4 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0011	(End of narrative A001)																
	<u>FIRST ORDERING YEAR</u>		KT	See Range Pricing													
	NSN: 2540-01-533-8806																
	NOUN: CAB SUPPORT REINFORCEMENT KIT																
	FSCM: 54786																
	PART NR: 0257970010-00																
	SECURITY CLASS: Unclassified																
	<u>Range Quantities</u>																
	<table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$655.00</td></tr><tr><td>135</td><td>404</td><td>\$597.00</td></tr><tr><td>405</td><td>910</td><td>\$590.00</td></tr></table>	FROM	TO	UNIT PRICE	27	134	\$655.00	135	404	\$597.00	405	910	\$590.00				
	FROM	TO	UNIT PRICE														
27	134	\$655.00															
135	404	\$597.00															
405	910	\$590.00															
<u>Description/Specs./Work Statement</u>																	
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<u>Packaging and Marking</u>																	
PACKAGING/PACKING/SPECIFICATIONS:																	
MIL-STD-2073-1D APPENDIX D																	
UNIT PACK: 001																	
LEVEL PRESERVATION: Military																	
LEVEL PACKING: A																	
<u>Inspection and Acceptance</u>																	
INSPECTION: Origin      ACCEPTANCE: Origin																	
FOB POINT: Origin																	
SHIP TO:																	
(Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE																	
(SHIP-TO) WILL BE FURNISHED PRIOR																	
TO THE SCHEDULED DELIVERY DATE FOR																	
ITEMS REQUIRED UNDER THIS																	
REQUISITION.																	
0012	<u>SECOND ORDERING YEAR</u>		KT	See Range Pricing													
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	<u>Range Quantities</u>																
	<table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$668.00</td></tr><tr><td>135</td><td>404</td><td>\$609.00</td></tr><tr><td>405</td><td>910</td><td>\$602.00</td></tr></table>	FROM	TO	UNIT PRICE	27	134	\$668.00	135	404	\$609.00	405	910	\$602.00				
	FROM	TO	UNIT PRICE														
	27	134	\$668.00														
135	404	\$609.00															
405	910	\$602.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT													
0013	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</p>																	
	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8806 NOUN: CAB SUPPORT REINFORCEMENT KIT FSCM: 54786 PART NR: 0257970010-00 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3"><u>Range Quantities</u></th></tr><tr><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>27</td><td>134</td><td>\$681.00</td></tr><tr><td>135</td><td>404</td><td>\$621.00</td></tr><tr><td>405</td><td>910</td><td>\$614.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>	<u>Range Quantities</u>			<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>	27	134	\$681.00	135	404	\$621.00	405	910	\$614.00	KT	See Range Pricing
<u>Range Quantities</u>																		
<u>FROM</u>	<u>TO</u>	<u>UNIT PRICE</u>																
27	134	\$681.00																
135	404	\$621.00																
405	910	\$614.00																

**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT													
0021	<p>The information presented below applies to Item No. 0021 Through 0023:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p>																	
	<p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8810 NOUN: WHEEL HOUSING ARMOR KIT FSCM: 54786 PART NR: 113582-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$9,632.00</td></tr><tr><td>135</td><td>404</td><td>\$9,385.00</td></tr><tr><td>405</td><td>910</td><td>\$8,655.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$9,632.00	135	404	\$9,385.00	405	910	\$8,655.00	KT	See Range Pricing
Range Quantities																		
FROM	TO	UNIT PRICE																
27	134	\$9,632.00																
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 8 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0022	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8810 NOUN: WHEEL HOUSING ARMOR KIT FSCM: 54786 PART NR: 113582-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$9,825.00</td></tr><tr><td>135</td><td>404</td><td>\$9,573.00</td></tr><tr><td>405</td><td>910</td><td>\$8,828.00</td></tr></table></div><div><div>Description/Specs./Work Statement</div>TOP DRAWING NR: NO TDP</div><div><div>Packaging and Marking</div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><div>Inspection and Acceptance</div>INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$9,825.00	135	404	\$9,573.00	405	910	\$8,828.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$9,825.00															
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0023	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8810 NOUN: WHEEL HOUSING ARMOR KIT FSCM: 54786 PART NR: 113582-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$10,022.00</td></tr><tr><td>135</td><td>404</td><td>\$9,764.00</td></tr><tr><td>405</td><td>910</td><td>\$9,005.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$10,022.00	135	404	\$9,764.00	405	910	\$9,005.00		KT	See Range Pricing	
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27	134	\$10,022.00															
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	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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0031	<p>The information presented below applies to Item No. 0031 Through 0033:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8813 NOUN: INTERIOR ARMOR KIT FSCM: 54786 PART NR: 113584-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$13,659.00</td></tr><tr><td>135</td><td>404</td><td>\$12,624.00</td></tr><tr><td>405</td><td>910</td><td>\$11,338.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$13,659.00	135	404	\$12,624.00	405	910	\$11,338.00				
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0032	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8813 NOUN: INTERIOR ARMOR KIT FSCM: 54786 PART NR: 113584-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$13,932.00</td></tr><tr><td>135</td><td>404</td><td>\$12,876.00</td></tr><tr><td>405</td><td>910</td><td>\$11,565.00</td></tr></table></div><div>Description/Specs./Work Statement TOP DRAWING NR: NO TDP</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                  (SHIP-TO) WILL BE FURNISHED PRIOR                  TO THE SCHEDULED DELIVERY DATE FOR                  ITEMS REQUIRED UNDER THIS                  REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$13,932.00	135	404	\$12,876.00	405	910	\$11,565.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
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FROM	TO	UNIT PRICE															
27	134	\$14,211.00															
135	404	\$13,134.00															
405	910	\$11,796.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0041	<p>The information presented below applies to Item No. 0061 Through 0063:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8817 NOUN: REAR ARMOR KIT FSCM: 54786 PART NR: 113590-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$7,783.00</td></tr><tr><td>135</td><td>404</td><td>\$7,138.00</td></tr><tr><td>405</td><td>910</td><td>\$6,645.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$7,783.00	135	404	\$7,138.00	405	910	\$6,645.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$7,783.00																		
135	404	\$7,138.00																		
405	910	\$6,645.00																		
			KT	See Range Pricing																

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 14 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0042	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8817 NOUN: REAR ARMOR KIT FSCM: 54786 PART NR: 113590-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$7,939.00</td></tr><tr><td>135</td><td>404</td><td>\$7,281.00</td></tr><tr><td>405</td><td>910</td><td>\$6,778.00</td></tr></table></div><div><div>Description/Specs./Work Statement</div>TOP DRAWING NR: NO TDP</div><div><div>Packaging and Marking</div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><div>Inspection and Acceptance</div>INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$7,939.00	135	404	\$7,281.00	405	910	\$6,778.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$7,939.00															
135	404	\$7,281.00															
405	910	\$6,778.00															
0043	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8817 NOUN: REAR ARMOR KIT FSCM: 54786 PART NR: 113590-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$8,098.00</td></tr><tr><td>135</td><td>404</td><td>\$7,427.00</td></tr><tr><td>405</td><td>910</td><td>\$6,914.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$8,098.00	135	404	\$7,427.00	405	910	\$6,914.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$8,098.00															
135	404	\$7,427.00															
405	910	\$6,914.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0051	<p>The information presented below applies to Item No. 0071 Through 0073:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8820 NOUN: FRONT COWL ARMOR KIT FSCM: 54786 PART NR: 113592-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$6,967.00</td></tr><tr><td>135</td><td>404</td><td>\$6,552.00</td></tr><tr><td>405</td><td>910</td><td>\$6,237.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$6,967.00	135	404	\$6,552.00	405	910	\$6,237.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$6,967.00																		
135	404	\$6,552.00																		
405	910	\$6,237.00																		
			KT	See Range Pricing																



**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0052	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8820 NOUN: FRONT COWL ARMOR KIT FSCM: 54786 PART NR: 113592-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$7,106.00</td></tr><tr><td>135</td><td>404</td><td>\$6,683.00</td></tr><tr><td>405</td><td>910</td><td>\$6,362.00</td></tr></table></div><div>Description/Specs./Work Statement TOP DRAWING NR: NO TDP</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                   (SHIP-TO) WILL BE FURNISHED PRIOR                   TO THE SCHEDULED DELIVERY DATE FOR                   ITEMS REQUIRED UNDER THIS                   REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$7,106.00	135	404	\$6,683.00	405	910	\$6,362.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$7,106.00															
135	404	\$6,683.00															
405	910	\$6,362.00															
0053	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8820 NOUN: FRONT COWL ARMOR KIT FSCM: 54786 PART NR: 113592-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$7,248.00</td></tr><tr><td>135</td><td>404</td><td>\$6,817.00</td></tr><tr><td>405</td><td>910</td><td>\$6,489.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$7,248.00	135	404	\$6,817.00	405	910	\$6,489.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$7,248.00															
135	404	\$6,817.00															
405	910	\$6,489.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0061	<p>The information presented below applies to Item No. 0081 Through 0083:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8824 NOUN: WINDSCREEN ARMOR KIT FSCM: 54786 PART NR: 113594-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$5,754.00</td></tr><tr><td>135</td><td>404</td><td>\$5,089.00</td></tr><tr><td>405</td><td>910</td><td>\$4,890.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$5,754.00	135	404	\$5,089.00	405	910	\$4,890.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$5,754.00																		
135	404	\$5,089.00																		
405	910	\$4,890.00																		
			KT	See Range Pricing																

**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0062	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8824 NOUN: WINDSCREEN ARMOR KIT FSCM: 54786 PART NR: 113594-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$5,869.00</td></tr><tr><td>135</td><td>404</td><td>\$5,191.00</td></tr><tr><td>405</td><td>910</td><td>\$4,988.00</td></tr></table></div><div>Description/Specs./Work Statement TOP DRAWING NR: NO TDP</div><div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$5,869.00	135	404	\$5,191.00	405	910	\$4,988.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$5,869.00															
135	404	\$5,191.00															
405	910	\$4,988.00															
0063	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8824 NOUN: WINDSCREEN ARMOR KIT FSCM: 54786 PART NR: 113594-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$5,986.00</td></tr><tr><td>135</td><td>404</td><td>\$5,295.00</td></tr><tr><td>405</td><td>910</td><td>\$5,088.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$5,986.00	135	404	\$5,295.00	405	910	\$5,088.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$5,986.00															
135	404	\$5,295.00															
405	910	\$5,088.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0071	<p>The information presented below applies to Item No. 0091 Through 0093:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8825 NOUN: ROOF ARMOR KIT FSCM: 54786 PART NR: 113596-1-103 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$4,395.00</td></tr><tr><td>135</td><td>404</td><td>\$3,848.00</td></tr><tr><td>405</td><td>910</td><td>\$3,805.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$4,395.00	135	404	\$3,848.00	405	910	\$3,805.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$4,395.00																		
135	404	\$3,848.00																		
405	910	\$3,805.00																		
			KT	See Range Pricing																

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 23 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0072	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8825 NOUN: ROOF ARMOR KIT FSCM: 54786 PART NR: 113596-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$4,483.00</td></tr><tr><td>135</td><td>404</td><td>\$3,925.00</td></tr><tr><td>405</td><td>910</td><td>\$3,881.00</td></tr></table></div><div><div>Description/Specs./Work Statement</div>TOP DRAWING NR: NO TDP</div><div><div>Packaging and Marking</div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><div>Inspection and Acceptance</div>INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                          (SHIP-TO) WILL BE FURNISHED PRIOR                          TO THE SCHEDULED DELIVERY DATE FOR                          ITEMS REQUIRED UNDER THIS                          REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$4,483.00	135	404	\$3,925.00	405	910	\$3,881.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$4,483.00															
135	404	\$3,925.00															
405	910	\$3,881.00															
0073	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8825 NOUN: ROOF ARMOR KIT FSCM: 54786 PART NR: 113596-1-103 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$4,573.00</td></tr><tr><td>135</td><td>404</td><td>\$4,004.00</td></tr><tr><td>405</td><td>910</td><td>\$3,959.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$4,573.00	135	404	\$4,004.00	405	910	\$3,959.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$4,573.00															
135	404	\$4,004.00															
405	910	\$3,959.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				



Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0081	<p>The information presented below applies to Item No. 0101 Through 0103:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-8828 NOUN: INSULATION, CAB FSCM: 54786 PART NR: 113598-1 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$608.00</td></tr><tr><td>135</td><td>404</td><td>\$387.00</td></tr><tr><td>405</td><td>910</td><td>\$387.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$608.00	135	404	\$387.00	405	910	\$387.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$608.00																		
135	404	\$387.00																		
405	910	\$387.00																		
			KT	See Range Pricing																

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-0165 MOD/AMD	Page 26 of 69
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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0082	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-8828 NOUN: INSULATION, CAB FSCM: 54786 PART NR: 113598-1 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$620.00</td></tr><tr><td>135</td><td>404</td><td>\$395.00</td></tr><tr><td>405</td><td>910</td><td>\$395.00</td></tr></table></div><div><div>Description/Specs./Work Statement</div>TOP DRAWING NR: NO TDP</div><div><div>Packaging and Marking</div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><div>Inspection and Acceptance</div>INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$620.00	135	404	\$395.00	405	910	\$395.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$620.00															
135	404	\$395.00															
405	910	\$395.00															
0083	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-8828 NOUN: INSULATION, CAB FSCM: 54786 PART NR: 113598-1 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$632.00</td></tr><tr><td>135</td><td>404</td><td>\$403.00</td></tr><tr><td>405</td><td>910</td><td>\$403.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$632.00	135	404	\$403.00	405	910	\$403.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$632.00															
135	404	\$403.00															
405	910	\$403.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT															
0091	<p>The information presented below applies to Item No. 0111 Through 0113:</p> <p>Minimum 3 Year Quantity: 27 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 3 Year Quantity: 910 EACH (Inclusive of Option Years, if applicable)</p> <p>ONLY THE MINIMUM 3 YEAR QUANTITY IS GUARANTEED.</p> <p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-533-9344 NOUN: ATTACHING HARDWARE KIT FSCM: 54786 PART NR: 113599-1 SECURITY CLASS: Unclassified</p> <table><tr><th colspan="3">Range Quantities</th></tr><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$360.00</td></tr><tr><td>135</td><td>404</td><td>\$360.00</td></tr><tr><td>405</td><td>910</td><td>\$360.00</td></tr></table> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	Range Quantities			FROM	TO	UNIT PRICE	27	134	\$360.00	135	404	\$360.00	405	910	\$360.00				
	Range Quantities																			
FROM	TO	UNIT PRICE																		
27	134	\$360.00																		
135	404	\$360.00																		
405	910	\$360.00																		
			KT	See Range Pricing																

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Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0092	<div><div>SECOND ORDERING YEAR</div><div>NSN: 2540-01-533-9344 NOUN: ATTACHING HARDWARE KIT FSCM: 54786 PART NR: 113599-1 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$367.00</td></tr><tr><td>135</td><td>404</td><td>\$367.00</td></tr><tr><td>405</td><td>910</td><td>\$367.00</td></tr></table></div><div><div>Description/Specs./Work Statement</div>TOP DRAWING NR: NO TDP</div><div><div>Packaging and Marking</div>PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</div><div><div>Inspection and Acceptance</div>INSPECTION: Origin      ACCEPTANCE: Origin</div><div>FOB POINT: Origin</div><div>SHIP TO: (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE               (SHIP-TO) WILL BE FURNISHED PRIOR               TO THE SCHEDULED DELIVERY DATE FOR               ITEMS REQUIRED UNDER THIS               REQUISITION.</div></div>	FROM	TO	UNIT PRICE	27	134	\$367.00	135	404	\$367.00	405	910	\$367.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$367.00															
135	404	\$367.00															
405	910	\$367.00															
0093	<div><div>THIRD ORDERING YEAR</div><div>NSN: 2540-01-533-9344 NOUN: ATTACHING HARDWARE KIT FSCM: 54786 PART NR: 113599-1 SECURITY CLASS: Unclassified</div><div><div>Range Quantities</div><table><tr><th>FROM</th><th>TO</th><th>UNIT PRICE</th></tr><tr><td>27</td><td>134</td><td>\$374.00</td></tr><tr><td>135</td><td>404</td><td>\$374.00</td></tr><tr><td>405</td><td>910</td><td>\$374.00</td></tr></table></div></div>	FROM	TO	UNIT PRICE	27	134	\$374.00	135	404	\$374.00	405	910	\$374.00		KT	See Range Pricing	
FROM	TO	UNIT PRICE															
27	134	\$374.00															
135	404	\$374.00															
405	910	\$374.00															

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: NO TDP</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D APPENDIX D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: A</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.211-4072 (TACOM)	TECHNICAL DATA PACKAGE INFORMATION	JAN/2005

The following "X"d item applies to this solicitation:

- [ x ] There is no Technical Data Package (TDP) included with this solicitation.
- [ ] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>
- [ ] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN: 0011-0113  
TDP Link (URL): na

[End of Clause]

C-2	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER	FEB/1998
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Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-3	52.211-4018 (TACOM)	ACQUISITION OF MANUFACTURER'S PART NUMBER	MAY/1996
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This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> ]

- (a) Definitions. As used in this clause--
- "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.



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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html) .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number:	0011-0013
	0071-0073
	0081-0083
	0091-0093

Item Description:	CAB SUPPORT REINFORCEMENT KIT
	ROOF ARMOR KIT
	INSULATION, CAB
	ATTACHING HARDWARE KIT

(iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment: NONE

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information

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Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

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- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

D-2                    52.211-4514                    PACKAGING REQUIREMENTS (SPECIFICATIONS/STANDARDS)                    NOV/2005  
                           (TACOM)  
 \*\*\*\*\*  
 THE FOLLOWING APPLIES FOR CLINS 0011-0053 AND 0071-0083  
 \*\*\*\*\*

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the requirements in the specification/standard defined below.

(b) The following requirements shall apply:

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIFICATION/STANDARD: MIL-STD-2073-1D APPENDIX D

(c) The specification/standard cited is intended to give a clear and accurate description of the technical packaging requirements for the item being procured, including the procedure by which it can be determined that the requirements have been met. Specific instructions and/or tailoring of the specification/standard is detailed in the supplemental instructions below. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO with copies to the ACO. The government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing.

(d) Marking:

(1) In addition to any special markings called out by the specification/standard above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-D-0165      <b>MOD/AMD</b></p>	<p align="center"><b>Page 36 of 69</b></p>
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**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."

(4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignee name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(f) Hazardous Materials (As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) When applicable, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(g) SUPPLEMENTAL INSTRUCTIONS: CONTRACTOR MUST PROVIDE ACTUAL UNIT PACK WEIGHT, UNIT PACK CUBE AND UNIT PACK SIZE TO THE FOLLOWING E-MAIL ADDRESS: PACKAGING@TACOM.ARMY.MIL

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-D-0165 <b>MOD/AMD</b>	<b>Page 37 of 69</b>
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The following applies for CLINs 0061--0063 and 0091-0093  
 \*\*\*\*\*

- (a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.
- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: A
- (3) QUANTITY PER UNIT PACKAGE: 001
- (b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:
- (1) Preservation Method Code: 10 (Table j.i. and j.ia.)
- (2) Cleaning Procedure Code: 1 (Table j.ii)
- (3) Preservative Material Code: XX (Table j.iii)
- (4) Wrapping Material Code: GH (Table j.iv)
- (5) Cushioning and Dunnage Code: AD (Table j.v)
- (6) Thickness of Cushioning or Dunnage Code: X (Table j.vi)
- (7) Unit Container Code: FM (Table j.vii)
- (8) Intermediate Container Code: 00 (Table j.vii)
- (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
- (10) Packing Code: F (Table j.IX and J.IXa)
- (11) Special Marking Code: 00 (Table j.x)
- (c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage
- (d) Marking:
- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors much check the solicitation and/or contract for this clause.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO:

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name and address of consignee."

(4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD)including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

(e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

(f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.

(g) Hazardous Materials(as applicable):

(1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

- International Air Transport Association (IATA) Dangerous Goods Regulations
- International Maritime Dangerous Goods Code (IMDG)
- Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
- Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(h) SUPPLEMENTAL INSTRUCTIONS: CONTRACTOR MUST PROVIDE ACTUAL UNIT PACK WEIGHT, UNIT PACK CUBE AND UNIT PACK SIZE TO THE FOLLOWING E-MAIL ADDRESS: PACKAGING@TACOM.ARMY.MIL

[End of Clause]

D-4	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

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Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)

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(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.
- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP   Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV   Construction and barrier materials.
- (E) Class VI   Personal demand items (non-military sales items).
- (F) Subclass of Class VIII   Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX   Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier



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Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on \_\_\_\_ (date) \_\_\_\_, the \_\_\_\_ (insert Contractor's name) \_\_\_\_ furnished the supplies or services called for by Contract number \_\_\_\_ via \_\_\_\_ (Carrier) \_\_\_\_ on \_\_\_\_ (Identify the bill of lading or shipping document) \_\_\_\_ in accordance with all applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

[End of Clause]		
E-4	52.211-4029 INTERCHANGEABILITY OF COMPONENTS (TACOM)	MAY/1994

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

(1) an "excusable delay" as defined in the DEFAULT clause of this contract.

(2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]		
E-5	52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN (TACOM)	NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN.



**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2006

(a) Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or monthly maximum quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

GOVERNMENT REQUIRED DELIVERY SCHEDULE:

\*\*\*\*\*  
The following is applied for all CLINs 0011-0093  
\*\*\*\*\*

(i) Start deliveries 100 days after delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(ii) You will deliver a maximum of 54 units every thirty days.

(iii) You can deliver more than the maximum number of units every thirty days at no additional cost to the government.

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

\*\*\*\*\*  
The following applies for CLINs 0011-0013  
\*\*\*\*\*

(i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.

(iii) We will deliver a maximum of \_\_\_\_ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*  
The following applies for CLINs 0021-0023

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINS 0031-0033

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINS 0041-0043

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINS 0051-0053

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINS 0061-0063

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINS 0071-0073

\*\*\*\*\*

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.

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(iii) We will deliver a maximum of \_\_\_\_ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINs 0081-0083

\*\*\*\*\*

(i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.

(iii) We will deliver a maximum of \_\_\_\_ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

\*\*\*\*\*

The following applies for CLINs 0091-0093

\*\*\*\*\*

(i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.

(iii) We will deliver a maximum of \_\_\_\_ units every thirty days.

(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-8 52.211-16 VARIATION IN QUANTITY

APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and  
    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-9 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

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\*\*\*\*\*  
The following applies for CLINs 0011-0013  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box   X  , Fiber Box       , Barrel       , Reel       , Drum       , Other (Specify)
- (ii) Shipping configuration: Knocked-down       , Set-up   X  , Nested       , Other (specify)           ;
- (iii) Size of outer container:   44   inches (Length), x   12   inches (Width), x   8   inches (Height) =        Cubic FT;
- (iv) Number of items per outer container   1   Each;
- (v) Gross weight of outer container and contents   80   LBS
- (vi) Palletized/skidded   X   Yes        No;
- (vii) Number of outer containers per pallet/skid  16  ;
- (viii) Weight of empty pallet bottom/skid and sides   45   LBS;
- (ix) Size of pallet/skid and contents  1,325  LBS Cube   44  ;
- (x) Number of outer containers or pallets/skids per railcar        \* --  
  
Size of railcar             
  
Type of railcar
- (xi) Number of outer containers or pallets/skids per trailer  24   \*--  
  
Size of trailer   53 FT    
  
Type of trailer   VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation           ;
- (ii) Tender/Tariff           ;
- (iii) Item           ;

\*\*\*\*\*  
The following applies for CLINs 0021-0023  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box   X  , Fiber Box       , Barrel       , Reel       , Drum       , Other (Specify)
- (ii) Shipping configuration: Knocked-down       , Set-up   X  , Nested       , Other (specify)           ;
- (iii) Size of outer container:   62   inches (Length), x   42   inches (Width), x   20   inches (Height) =   30   Cubic FT;
- (iv) Number of items per outer container   1   Each;
- (v) Gross weight of outer container and contents   320   LBS
- (vi) Palletized/skidded        Yes   X   No;

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- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer 60 \*--  
Size of trailer 53 FT  
Type of trailer VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;

\*\*\*\*\*  
The following applies for CLINs 0031-0033  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box X, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up X, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: 50 inches (Length), x 40 inches (Width), x 20 inches (Height) = 23 Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents 600 LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes X No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer 48 \*--  
Size of trailer 53 FT  
Type of trailer FLAT



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\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_;

\*\*\*\*\*

The following applies for CLINs 0041-0043

\*\*\*\*\*

(i) Type of "Outer" container: Wood Box   X  , Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_

(ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up   X  , Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of outer container:  58  inches (Length), x  38  inches (Width), x  10  inches (Height) =  13  Cubic FT;

(iv) Number of items per outer container \_\_\_\_\_ Each;

(v) Gross weight of outer container and contents \_\_\_\_\_ LBS

(vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No;

(vii) Number of outer containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;

(ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;

(x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of outer containers or pallets/skids per trailer  64  \*--

Size of trailer  53 FT 

Type of trailer  VAN 

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_;

\*\*\*\*\*

The following applies for CLINs 0051-0053

\*\*\*\*\*

(i) Type of "Outer" container: Wood Box  X , Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-D-0165      <b>MOD/AMD</b></p>	<p align="center"><b>Page 50 of 69</b></p>
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- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up X, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: 72 inches (Length), x 30 inches (Width), x 14 inches (Height) = 18 Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents 300 LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes 1 No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer 64 \*--  
Size of trailer 53 FT  
Type of trailer VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;

\*\*\*\*\*  
The following applies for CLINS 0061-0063  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box X, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up X, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container: 60 inches (Length), x 46 inches (Width), x 12 inches (Height) = 20 Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents 280 LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes X No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --

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Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of outer containers or pallets/skids per trailer 80 \*--

Size of trailer 53 FT

Type of trailer VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

(iii) Item \_\_\_\_\_;

\*\*\*\*\*  
The following applies for CLINS 0071-0073  
\*\*\*\*\*

(i) Type of "Outer" container: Wood Box X, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_

(ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up X, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;

(iii) Size of outer container: 74 inches (Length), x 46 inches (Width), x 12 inches (Height) = 24 Cubic FT;

(iv) Number of items per outer container 1 Each;

(v) Gross weight of outer container and contents 350 LBS

(vi) Palletized/skidded \_\_\_\_\_ Yes X No;

(vii) Number of outer containers per pallet/skid \_\_\_\_\_;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;

(ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;

(x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of outer containers or pallets/skids per trailer 48 \*--

Size of trailer 53 FT

Type of trailer FLAT

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_;

(ii) Tender/Tariff \_\_\_\_\_;

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(iii) Item \_\_\_\_\_;

\*\*\*\*\*  
The following applies for CLINs 0081-0083  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box   X  , Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up   X  , Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container:   72   inches (Length), x   36   inches (Width), x   6   inches (Height) =   9   Cubic FT;
- (iv) Number of items per outer container   1   Each;
- (v) Gross weight of outer container and contents   50   LBS
- (vi) Palletized/skidded \_\_\_\_\_ Yes   X   No;
- (vii) Number of outer containers per pallet/skid \_\_\_\_\_;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ LBS;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ LBS Cube \_\_\_\_\_;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer  160  \*--  
Size of trailer   53 FT    
Type of trailer   VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;

\*\*\*\*\*  
The following applies for CLINs 0091-0093  
\*\*\*\*\*

- (i) Type of "Outer" container: Wood Box \_\_\_\_\_, Fiber Box   X  , Barrel \_\_\_\_\_, Reel \_\_\_\_\_, Drum \_\_\_\_\_, Other (Specify) \_\_\_\_\_
- (ii) Shipping configuration: Knocked-down \_\_\_\_\_, Set-up   X  , Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_;
- (iii) Size of outer container:   15   inches (Length), x   15   inches (Width), x   12   inches (Height) =   2   Cubic FT;
- (iv) Number of items per outer container   1   Each;

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- (v) Gross weight of outer container and contents 20 LBS
- (vi) Palletized/skidded X Yes \_\_\_\_\_ No;
- (vii) Number of outer containers per pallet/skid 24;
- (viii) Weight of empty pallet bottom/skid and sides 45 LBS;
- (ix) Size of pallet/skid and contents 525 LBS Cube 40;
- (x) Number of outer containers or pallets/skids per railcar \_\_\_\_\_ \* --  
Size of railcar \_\_\_\_\_  
Type of railcar \_\_\_\_\_
- (xi) Number of outer containers or pallets/skids per trailer 30 \*--  
Size of trailer 53 FT  
Type of trailer VAN

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_;
- Size of trailer \_\_\_\_\_
- Type of trailer \_\_\_\_\_

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (\*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

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The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:  
Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:  
Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:  
Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:  
Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:  
Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

F-10                      52.247-65                      F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS                      JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11                      52.247-4005                      SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT                      AUG/2003  
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

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(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-12	52.247-4010	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
	(TACOM)		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[ ] are  
[ X ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

(3) Facilities for shipping by water

[ ] are  
[ X ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ X ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit      MOTOR:\_\_\_\_\_/Unit      WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

**Name of Offeror or Contractor:** SIMULA AEROSPACE & DEFENSE GROUP, INC

[End of Clause]

F-13                    52.247-4011                    FOB POINT  
                                 (TACOM)

SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant:	PHOENIX	AZ	85044	MARICOPA
	(City)	(State)	(ZIP)	(County)

(2) Subcontractor's Plant: \_\_\_\_\_  
                                     (City)                         (State)                         (ZIP)                         (County)

[End of Clause]

F-14            52.247-4017            DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR  
(TACOM)            ADDRESSES

MAY/2004

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSF customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-D-0165 <b>MOD/AMD</b>	<b>Page</b> 57 <b>of</b> 69
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\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

Name of Offeror or Contractor: SIMULA AEROSPACE & DEFENSE GROUP, INC

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-3	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
H-6	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-7	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-8	252.225-7021	TRADE AGREEMENTS	FEB/2006
H-9	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National Stock	Commercial Item	Source of Supply		Actual	
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use <u>Y</u> if the item is a commercial item; otherwise use <u>N</u> . If <u>Y</u> is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use <u>Y</u> if the source or supply is the actual manufacturer; <u>N</u> if it is not; and <u>U</u> if unknown.						

[End of Clause]

H-14	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

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Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-15                      52.246-4026                      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS                      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-23	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (Alternate II dated October 2001)	JUL/2005
I-24	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227-3	PATENT INDEMNITY	APR/1984
I-40	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-41	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-42	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-44	52.232-1	PAYMENTS	APR/1984
I-45	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-47	52.232-11	EXTRAS	APR/1984
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-25	PROMPT PAYMENT	OCT/2003
I-50	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003

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	Regulatory Cite	Title	Date
I-51	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-52	52.233-1	DISPUTES	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-54	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.244-2	SUBCONTRACTS	AUG/1998
I-59	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-60	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-61	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-62	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-63	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-64	52.248-1	VALUE ENGINEERING	FEB/2000
I-65	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-66	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-69	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-70	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-71	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-72	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-73	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-74	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-75	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-76	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-77	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-78	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-79	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-80	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-81	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-82	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-83	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-84	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-86	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-87	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-88	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through three years from the date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I-89	52.216-19	ORDER LIMITATIONS	OCT/1995
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The following applies to ALL CLINs 0011-0113  
\*\*\*\*\*

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 27, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of 135.
- (2) Any order for a combination of items in excess of 135; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

- |      |           |                     |          |
|------|-----------|---------------------|----------|
| I-90 | 52.216-22 | INDEFINITE QUANTITY | OCT/1995 |
|------|-----------|---------------------|----------|
- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one half (4 1/2) years after Contract Award.

[End of Clause]

- |      |          |                                 |          |
|------|----------|---------------------------------|----------|
| I-91 | 52.223-7 | NOTICE OF RADIOACTIVE MATERIALS | JAN/1997 |
|------|----------|---------------------------------|----------|
- (a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

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- (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-92                      52.204-7                      CENTRAL CONTRACTOR REGISTRATION                      JUL/2006

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means-
- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
  - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
- "Registered in the CCR database" means that-
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or



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(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at

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<http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-93      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary

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for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or  
(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-94      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-95      52.244-6      SUBCONTRACTS FOR COMMERCIAL ITEMS      SEP/2006

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-96                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-97                      252.223-7001                      HAZARD WARNING LABELS                      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance

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with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>
<u>NONE</u>	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-98	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	MAR/2005
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-99	52.219-4070	PILOT MENTOR-PROTEGE PROGRAM	APR/2006
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(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]